

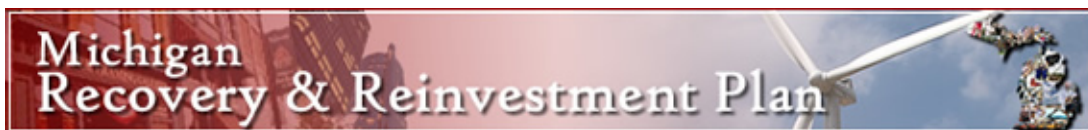
Michigan Energy Office, Michigan Strategic Fund

Request for Proposals

ENERGY EFFICIENCY & CONSERVATION BLOCK GRANT

ADVANCED LIGHTING TECHNOLOGY DEMONSTRATION GRANTS FOR LOCAL GOVERNMENTS

Estimated Timeline	
Issue Date	Wed. May 4, 2011
Inquiries Due	Thurs. May 19, 2011
Proposals Due	Thurs. May 26, 2011
Anticipated Start Date	Mon. August 1, 2011
Anticipated End Date	Thurs. June 30, 2012



May 4, 2011

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Michigan Energy Efficiency & Conservation Block Grant Program

Request for Proposals for

Advanced Lighting Technology Demonstration Grants

PART I

GENERAL INFORMATION

I-A Purpose

The purpose of this Request for Proposal (RFP) is to obtain proposals from local governments that are willing to demonstrate the benefits of advanced commercial lighting technologies, especially if manufactured in Michigan, in their facilities. These lighting technologies include: Light Emitting Diodes (LEDs), also known as Solid State Lighting; induction lighting; and plasma lighting, also known as High Efficient Plasma Lighting (HEP). Eligible projects are those that can replace or retrofit existing lighting fixtures.

Grants awarded from this solicitation will support actual expenditures incurred within the grant period that are supported by source documentation (See Part II-G: Accounting). This Request for Proposals (RFP) provides interested parties with sufficient information to enable them to prepare and submit a complete proposal, budget, budget narrative and timeline for consideration by the State of Michigan to receive a grant.

I-B Eligibility Requirements

All incorporated Michigan cities, villages, townships and counties are eligible to apply for an **Advanced Lighting Technology Demonstration Grant**. At least 60% of available funds must be awarded to non-entitlement communities, which include any with populations of less than 35,000 residents and counties other than Genesee, Jackson, Kent, Livingston, Macomb, Oakland, Ottawa, St. Clair, Washtenaw or Wayne. Local governments may apply for only one grant.

I-C Issuing Office and Funding Source

This RFP has been issued by the Michigan Energy Office (Issuing Office) in coordination with the Michigan Strategic Fund. The Bureau is the point of contact in the State for this RFP for purposes of grant administration. For technical assistance on program administration, the point of contact is Jan Patrick, Program Manager, Michigan Energy Office (MEO), 611 West Ottawa Street, P.O. Box 30221, Lansing, Michigan 48909; fax number: (517) 241-9822; email address: patrickj@michigan.gov.

Projects under this RFP will be funded, in whole or in part, with funds allocated to the Michigan EECBG Program by the American Recovery and Reinvestment Act of 2009 (ARRA) to:

- Promote energy & energy cost savings
- Create and retain jobs

- Reduce greenhouse gas emissions
- Demonstrate a variety of advanced commercial lighting products and applications.

Funded activities must be started and completed expeditiously. Special consideration will be given to projects that promote and enhance the objectives of the ARRA and use advanced lighting technology products that are manufactured in Michigan.

I-D Grant Award

The Issuing Office will undertake Grant award negotiations with applicants whose proposals shows them to be best qualified, responsible and capable of completing the project within the established timeline. It is expected that 15 – 20 grants will be awarded. The total amount projected to be available for grants is approximately \$1 million. At least 60% of the grants will be reserved for EECBG non-entitlement grants. The minimum award amount is \$30,000 and the maximum grant award will not exceed \$100,000. The grants will cover 90% of the equipment costs, and the remaining 10% of equipment costs, plus all labor, training and other related costs must be covered by the grantee. The grantee is also responsible for costs associated with promoting the project in the community and/or educating the public on the benefits of using advanced lighting technology to illuminate buildings, streets and parking structures. The grants that may be awarded will be those which best accomplish state objectives.

I-E Rejection of Proposals

The State reserves the right to reject any and all proposals received as a result of this RFP, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the State. This RFP is made for information or planning purposes only. The State will not award a grant solely on the basis of any response made to this request or otherwise pay for the information solicited or obtained.

I-F Incurring Costs

The State of Michigan is not liable for any cost incurred by an applicant prior to issuance of a grant agreement.

I-G Pre-proposal Conference

A pre-proposal conference/webinar is planned for this RFP. The tentative date is Wednesday, May 18. Details will be posted on the MEO website. Any inquiries should be submitted as outlined in Section I-H.

I-H Inquiries

Questions that arise as a result of this RFP must be submitted in writing to the Issuing Office by mail, email, or fax. Telephonic questions cannot be answered. All questions must be submitted by 3 p.m. on Thursday, May 19, 2011 and should reference the Michigan EECBG Advanced Lighting Demonstration. Responses will be posted at the MEO website under EECBG-11 FAQ.

I-I Changes to the RFP

Written answers to questions that change or substantially clarify the RFP will be posted on the Michigan Energy Office website at: www.michigan.gov/energyoffice.

I-J Response Date

Proposals must arrive at the Issuing Office no later than 3 pm on Thursday, May 26, 2011. Proposals must be submitted electronically to bes-grants@michigan.gov. Confirmation will be sent by the Issuing Office within 24 hours of receipt. If a confirmation is not received, applicant must contact the Grant Administrator identified in Section I-C: Issuing Office and Funding source. Electronic submission of PDF documents cannot exceed 15MB. Mailed, hand delivered, and faxed proposals will not be accepted. Proposals must be submitted as complete documents. Additional information pertaining to a proposal received after the due date and time will not be accepted.

I-K Proposals

To be considered, applicants must submit a complete response to this RFP, using the format provided in Part V. The proposal must be signed by an official authorized to bind the applicant to the provisions of this RFP. No other distribution of proposals shall be made by the applicants. For this RFP, the proposal must remain valid for at least ninety days.

I-L Acceptance of Proposal Content

The contents of this RFP and the proposal of the selected applicant become grant obligations if a grant award ensues. Failure of the selected applicant to accept these obligations may result in cancellation of the award.

I-M Economy of Preparation

Using the format provided in Part V: Information Required from Applicant, proposals should be providing a straight-forward, concise description of the applicant's ability to meet requirements of the RFP. Emphasis should be on completeness and clarity of content.

I-N Oral Presentation

Applicants may be required to make an oral presentation of their proposal to the State. These presentations provide opportunity for the applicant to clarify the proposal to insure thorough mutual understanding. The Issuing Office will schedule any presentations.

I-O Prime Applicant Responsibilities

The selected applicant will be required to assume responsibility for all grant activities offered in the proposal whether or not that applicant performs them. Further, the State will consider the selected applicant to be the sole point of contact with regard to grant matters, including, but not limited to payment of any and all costs resulting from the anticipated grant. If any part of the work is to be subcontracted, the Grantee must notify the state and identify the subcontractor(s), including firm name and address, DUNS number, employer identification number, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational abilities. The State reserves the right to approve subcontractors for the project and to require the Grantee to replace subcontractors found to be

unacceptable. The Grantee is totally responsible for adherence by the subcontractor to all provisions of the Grant.

I-P Grant Payment Schedule

Payment for any grant entered into as a result of this RFP will be made according to the following:

Progress payments up to a total of 85% of the grant amount may be made to the grantee upon receipt and approval by the Project Manager of a billing statement stating that the work for which payment is requested has been performed in accordance with the terms of the grant. All invoices or other documentation sufficient to reflect properly all costs claimed to have been incurred in performing this grant shall be submitted with each billing statement. The payment of the final 15% of the grant amount shall be made only after the Project Manager and the Grant Administrator have received and approved the final report.

I-Q News Releases

News releases pertaining to this RFP or the project to which it relates will not be made without prior State approval, and then only in coordination with the Issuing Office.

I-R Disclosure of Proposal Contents

All information in a bidder's proposal and any Grant resulting from this RFP is subject to the provisions of the Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq..

I-S Copyrighted Materials

The selected applicants shall agree to grant to the State a nonexclusive, irrevocable license to reproduce, translate, publish, use, and dispose of all material developed as a result of this project. The selected applicants shall further agree not to copyright any material developed as a result of the project.

PART II

GENERAL PROVISIONS

II-A Project Changes

Grantee must obtain prior written approval for major project changes from the Grant Administrator.

II-B Record Retention

The Grantee shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of seven (7) years or greater as provided by law following the creation of the records or documents.

II-C Project Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the Grantor. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. The final determination shall be made by the Grant Administrator.

II-D Share-in-savings

The Grantor expects to share in any cost savings realized by the Grantee. Therefore, final Grantee reimbursement will be based on actual expenditures. Exceptions to this requirement must be approved in writing by the Grant Administrator.

II-E Order of Spending

Unless otherwise required, Grantee shall expend funds in the following order: (1) private or local funds, (2) federal funds, and (3) state funds. Grantee is responsible for securing any required matching funds from sources other than the State.

II-F Purchase of Equipment

The purchase of equipment not specifically listed in the Budget must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

II-G Accounting

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the budget.

II-H Audit

The Grantee agrees that the State may, upon 24-hour notice, perform an audit and/or monitoring review at Grantee's location(s) to determine if the Grantee is complying with the requirements of the Agreement. The Grantee agrees to cooperate with the State during the audit and/or monitoring review and produce all records and documentation that verifies compliance with the Agreement requirements. The Grantor may require the completion of an audit before final payment.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Circular A-133 (\$500,000 as of June 27, 2003) or more in total federal funds in its fiscal year, then Grantee is required to submit a Single Audit report to all agencies that provided federal funds to the entity during the fiscal year being audited.

If the Grantee is a commercial or for profit organization which is a recipient of Workforce Investment Act Title I funds and expends more than the minimum level specified in Office of Management and Budget (OMB) Circular A-133 (\$500,000 as of June 27, 2003), then the Grantee must have either an organization-wide audit conducted in accordance with A-133 or a program specific financial and compliance audit conducted. Section .320(a) of OMB Circular A-133 states the Single Audit report must be submitted to the Grantor within thirty days after the completion of the audit, but no later than nine months after the end of the Grantee's fiscal year.

II-I Competitive Bidding

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

II-J Liability

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the grant amount.

II-K Intellectual Property

Grantee grants to the Grantor a non-exclusive, royalty-free, site-wide, irrevocable, transferable license to use the Deliverables and related documentation according to the terms and conditions of this Agreement. For the purposes of this license, "site-wide" includes any State of Michigan office regardless of its physical location.

The Grantor may modify the Deliverable and may combine the Deliverable with other programs or materials to form a derivative work. The Grantor will own and hold all

copyright, trademarks, patent and other intellectual property rights in any derivative work, excluding any rights or interest in Deliverable other than those granted in this Agreement.

The Grantor may copy each Deliverable to multiple hard drives or networks unless otherwise agreed by the parties.

The Grantor will make and maintain no more than one archival copy of each Deliverable, and each copy will contain all legends and notices and will be subject to the same conditions and restrictions as the original. The Grantor may also make copies of the Deliverable in the course of routine backups for the purpose of recovery of contents.

In the event that the Grantee shall, for any reason, cease to conduct business, or cease to support the Deliverable, the Grantor shall have the right to convert these licenses into perpetual licenses, with rights of quiet enjoyment, but subject to payment obligations not to exceed the then current rates.

II-L Safety

The Grantee, all contractors, and subcontractors are responsible for insuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, contractors, and every subcontractor are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, all contractors and subcontractors shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

II-M Indemnification

Inasmuch as each party to this grant is a governmental entity of the State of Michigan, each party to this grant must seek its own legal representation and bear its own costs; including judgments, in any litigation which may arise from the performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

II-N Cancellation

The State may terminate this Agreement without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents and employees for any of the following reasons:

(1) Termination for Cause

In the event that Grantee breaches any of its material duties or obligations under this Agreement or poses a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may terminate this Agreement immediately in whole or in part, for cause, as of the date specified in the notice of termination. In the event that this Agreement is terminated for cause, in addition to any legal remedies otherwise available to the State by law or equity, Grantee shall be responsible for all costs incurred by the State in terminating this Agreement,

including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur.

(2) Termination for Convenience

The State may terminate this Agreement for its convenience, in whole or part, if the State determines that such a termination is in the State's best interest. Reasons for such termination shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Agreement, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the services no longer practical or feasible. The State may terminate this Agreement for its convenience, in whole or in part, by giving Grantee written notice at least thirty (30) days prior to the date of termination. If the State chooses to terminate this Agreement in part, the Budget shall be equitably adjusted to reflect those reductions.

(3) Non-Appropriation

Grantee acknowledges that continuation of this Agreement is subject to appropriation or availability of funds for this Agreement. If funds to enable the State to effect continued payment under this Agreement are not appropriated or otherwise made available (including the federal government suspending or halting the program or issuing directives preventing the State from continuing the program), the State shall have the right to terminate this Agreement, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Grantee. The State shall give Grantee at least thirty (30) days advance written notice of termination for non-appropriation or unavailability (or such time as is available if the State receives notice of the final decision less than thirty (30) days before the funding cutoff). In the event of a termination under this section, the Grantee shall, unless otherwise directed by the State in writing, immediately take all reasonable steps to terminate its operations and to avoid and/or minimize further expenditures under the Agreement.

(4) Criminal Conviction

The State may terminate this Agreement immediately and without further liability or penalty in the event Grantee, an officer of Grantee, or an owner of a 25% or greater share of Grantee is convicted of a criminal offense incident to the application for, or performance of, a State, public or private contract or subcontract or grant; convicted of a criminal offense, including any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State reflects upon Grantee's business integrity.

(5) Approvals Rescinded

The State may terminate this Agreement without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. Termination may be in whole or in part and may be immediate as of the date of the written notice to Grantee or may be effective as of the date stated in such written notice.

II-O No State Employees or Legislators

No member of the Legislature or Judiciary of the State of Michigan or any individual employed by the State shall be permitted to share in this Agreement, or any benefit that arises from this Agreement.

II-P Non-Discrimination

In the performance of the Agreement, Grantee agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability. Grantee further agrees that every subcontract entered into for the performance of this Agreement will contain a provision requiring non-discrimination in employment, as here specified, binding upon each subcontractor. This covenant is required pursuant to the Elliott Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq. and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Agreement.

II-Q Unfair Labor Practices

Pursuant to 1980 PA 278, MCL 423.231, et seq., the State shall not award a grant or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Grantee, in relation to the Agreement, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 PA 278, MCL 423.324, the State may void any Agreement if, subsequent to award of the Agreement, the name of Grantor as an employer or the name of the subcontractor, manufacturer or supplier of Grantor appears in the register.

II-R Certification Regarding Debarment

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

II-S Illegal Influence

(1) The Grantee certifies, to the best of his or her knowledge and belief that:

(a) No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a

member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(2) The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

II-T Governing Law

The Agreement shall in all respects be governed by, and construed in accordance with, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

II-U Compliance with Laws

Grantee shall comply with all applicable state, federal, and local laws and ordinances ("Applicable Laws") in performing this Agreement. Please see www.michigan.gov/energyoffice, "Resources", "Monitoring and Reporting", for National Policy Assurances and Final Davis Bacon Act (DBA) Clauses.

II-V Jurisdiction

Any dispute arising from the Agreement shall be resolved in the State of Michigan. With respect to any claim between the parties, Grantee consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

II-W Assignment

Grantee shall not have the right to assign the Agreement, or to assign or delegate any of its duties or obligations under the Agreement, to any other party (whether by operation of law or otherwise), without the prior written consent of the Grantor. Any purported assignment in violation of this section shall be null and void.

II-X Entire Agreement

The Agreement, including any Attachments, constitutes the entire agreement between the parties with respect to the grant and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

II-Y Independent Contractor Relationship

The relationship between the State and Grantee is that of client and independent Contractor. No agent, employee, or servant of Grantee or any of its Subcontractors shall be or shall be deemed to be an employee, agent or servant of the State for any reason. Grantee will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of the Agreement.

II-Z Conflicts

In the event of a conflict between the terms of this Agreement and any federal or state laws or regulations, the federal or state laws or regulations will supersede any contrary term contained in this Agreement.

II-AA Terms and Conditions for ARRA Funded Grants

Terms and Conditions for American Recovery and Reinvestment (ARRA) of 2009 Funded Grants

Sub-Recipients Requirements

Grantee shall include these terms, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

Reporting & Registration Requirements (Section 1512)

Division A, Title XV, Section 1512 of the ARRA outlines reporting requirements. Not later than ten calendar days after the end of each calendar quarter, the State must submit a report that, at a minimum, contains the information specified in Section 1512 of the ARRA. It is imperative all grants involving the use of ARRA funds include requirements that the Grantee supply the State with the necessary information to provide these reports (see RFP Section 1.042 Reports) in a timely manner. More detail will follow regarding the timing and submission of reports.

The Grantee's failure to provide complete, accurate, and timely reports shall constitute an "Event of Default". Upon the occurrence of an Event of Default, the state department or agency may terminate this grant upon 30 days prior written notice if the default remains uncured within five calendar days following the last day of the calendar quarter, in addition to any other remedy available to the state department or agency in law or equity.

Buy American Requirement (Section 1605)

Designated country means:

- (1) A World Trade Organization Government Procurement Agreement country,
- (2) A Free Trade Agreement (FTA) country, or
- (3) A United States-European Communities Exchange of Letters country

Countries not in the Addendum to Part II include Bahrain, Canada, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, Oman and Peru.

REQUIRED Use of American Iron, Steel, and Other Manufactured Goods

(a) **Definitions.** As used in this Section 5.020 —

“Designated Country” means Aruba, Australia, Austria, Belgium, Bulgaria, Chile, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom.

“Designated country iron, steel, and/or manufactured goods” mean iron, steel and/or a manufactured good that:

- (1) Is wholly the growth, product or manufacture of a Designated Country; or
- (2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in a Designated Country into a new and different manufactured good distinct from the materials from which it was transformed.

“Domestic iron, steel and/or manufactured good” is iron, steel and/or a manufactured good that:

- (1) Is wholly the growth, product or manufacture of the United States; or
- (2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of goods occurs in the United States.

“Federal Agency” means the department or agency of the federal government that awarded funds to the State of Michigan from the ARRA that finance the project described in this RFP.

“Foreign iron, steel and/or manufactured good” means iron, steel and/or manufactured good that is not domestic or Designated country iron, steel and/or manufactured goods.

“Manufactured good” means a good brought to the construction site for incorporation into the building or work that has been--

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

“Public building” and “public work” means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy

generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.*

(1) This term and condition implements:

- (i) Section 1605(a) of Division A, Title XVI of the ARRA by requiring that all iron, steel, and manufactured goods used in the public building or public work are produced in the United States; and
 - (ii) Section 1605(d) of Division A, Title XVI of the ARRA, which requires the application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of Section 1605 of the ARRA do not apply to Designated country iron, steel, and/or manufactured goods procured for projects with an estimated value of \$7,433,000 or more.
- (2) The Grantee shall use only domestic or Designated country iron, steel and/or manufactured goods in performing work funded in whole or in part with funds available under the ARRA, except as provided in subparagraphs (3) and (4) of this paragraph (b).
- (3) The requirement in paragraph (2) of this Section 5.022(b) does not apply to the material listed by the Federal Agency as follows:

[List applicable excepted materials or indicate “none”]

- (4) The Federal Agency may add other iron, steel, and/or manufactured goods to the list in paragraph (b) (3) of this Section if the Federal government determines that—
- (i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;
 - (ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
 - (iii) The application of section 1605 of the ARRA would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the ARRA.*

- (1)(i) Any Bidder’s request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b) (4) of this Section shall include adequate information for Federal Agency evaluation of the request, including—
- (A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
 - (B) Unit of measure;
 - (C) Quantity;
 - (D) Cost;
 - (E) Time of delivery or availability;
 - (F) Location of the project;
 - (G) Name and address of the proposed supplier; and

- (H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this term and condition.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this Section.
- (iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.
- (iv) Any Grantee's request for a determination submitted after ARRA funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the Grantee could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the Grantee does not submit a satisfactory explanation, the Federal Agency need not make a determination.
- (2) If the Federal Agency determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the ARRA applies, the State will amend the grant to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended grant shall reflect adjustment of the grant amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the State shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).
- (3) Unless the Federal Agency determines that an exception to section 1605 of the ARRA applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.
- (d) **Data.** To permit evaluation of requests under subparagraph (b) (4) of this Section based on unreasonable cost, the Bidder shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC ITEMS COST COMPARISON				
Description	Unit of Measure	Quantity	Cost (Dollars)*	
Item 1:				
Foreign steel, iron, or manufactured good	_____	_____	_____	
Domestic steel, iron, or manufactured good	_____	_____	_____	
Item 2:				
Foreign steel, iron, or manufactured good	_____	_____	_____	
Domestic steel, iron, or manufactured good				
[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.] [Include other applicable supporting information.] [* Include all delivery costs to the construction site.]				

Notice of Required Use of American Iron, Steel, and Other Manufactured Goods

REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS— SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

- (a) Definitions. “Designated country iron, steel and/or manufactured goods,” “domestic iron, steel and/or manufactured goods,” “Federal Agency,” “Foreign iron, steel and/or manufactured good,” “Manufactured good,” “public building and public work,” and “steel,” as used in this Section, are defined in Section 5.022(a).
- (b) **Requests for determinations of inapplicability.** A prospective Bidder requesting a determination regarding the inapplicability of section 1605 of the ARRA should submit the request to the Federal Agency in time to allow a determination before submission of applications or proposals. Bidders should provide a copy of this request to DELEG. The prospective applicant shall include the information and applicable supporting data required by paragraphs (c) and (d) of Section 5.022 of this RFP in the request. If Bidder has not requested a determination regarding the inapplicability of Section 1605 of the ARRA before submitting its application or proposal, or has not received a response to a previous request, the applicant shall include the information and supporting data in the application or proposal. The Federal Agency is sole entity authorized to make determinations regarding the inapplicability of Section 1605 of the ARRA.
- (c) *Evaluation of project proposals.*

If the Federal Agency determines that an exception based on unreasonable cost of domestic iron, steel, and/or manufactured goods applies, the State will evaluate a project requesting an exception to the requirements of section 1605 of the ARRA by adding to the estimated total cost of the project 25 percent of the project cost, if foreign iron, steel, or manufactured goods are used in the project based on unreasonable cost of comparable manufactured domestic iron, steel, and/or manufactured goods.
- (d) Alternate project proposals.
 - (1) When a project proposal includes foreign iron, steel, and/or manufactured goods, other than Designated country iron, steel and/or manufactured goods, not listed in paragraph (b) (3) of the Section 6.022, the Bidder also may submit an alternate proposal based on use of equivalent domestic iron, steel, and/or manufactured goods.
 - (2) If an alternate proposal is submitted, the Bidder shall submit a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of Section 5.022 the this RFP for the proposal that is based on the use of any foreign iron, steel, and/or manufactured goods for which the Federal Agency has not yet determined an exception applies.
 - (3) If the Federal Agency determines that a particular exception requested in accordance with paragraph (b) of Section 5.022 of this RFP does not apply, the State will evaluate only those proposals based on use of the equivalent domestic or designated country iron, steel, and/or manufactured goods, and the Grantee shall be required to furnish such domestic or designated country items.

Wage Rate Requirements (Section 1606)

All laborers and mechanics employed by grantees, subgrantees, contractors and subcontractors on projects funded in whole or in part with funds available under the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United States Code. (See ARRA Sec. 1606 & RFP Section 2.204 Prevailing

Wage). The Secretary of Labor's determination regarding the prevailing wages applicable in Michigan is available at <http://www.gpo.gov/davisbacon/mi.html>.

Inspection & Audit of Records

The Grantee shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1998 or his representative (1) to examine any records that directly pertain to, and involve transactions relating to, this grant; and (2) to interview any officer or employee of the Grantee or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the ARRA.

Whistle Blower Protection for Recipients of Funds

Grantee shall not discharge, demote or otherwise discriminate against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract or grant relating to Covered Funds; (2) a gross waste of Covered Funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of Covered Funds; an abuse of authority related to implementation or use of Covered Funds; or (5) a violation of law, rule, or regulation related to an agency grant (including the competition for or negotiation of a grant) or grant, awarded or issued relating to Covered Funds. In this Subsection, "Covered Funds" shall have the same meaning as set forth in Section 1553(g) (2) of Division A, Title XV of the ARRA.

- (a) Recipient must post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA. (For the Michigan Civil Service Whistle Blowers Rule 2-10 link to: http://www.michigan.gov/mdcs/0,1607,7-147-6877_8155-72500--,00.html)
- (b) The Grantee shall include the substance of this clause including this paragraph (b) in all subcontracts and subgrants.

Funding of Programs

The Grantee acknowledges that the programs supported with temporary federal funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, will not be continued with state financed appropriations once the temporary federal funds are expended.

Fixed Price- Competitively Bid

Grantee, to the maximum extent possible, shall award any subgrants or subcontracts funded, in whole or in part, with ARRA funds as fixed-price contracts through the use of competitive procedures.

Segregation of Costs

Grantee shall segregate obligations and expenditures of ARRA funds from other funding. No part of funds made available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be comingled with any other funds or used for a purpose other than that of making payments for costs allowable under the ARRA.

Publication

All grant solicitations funded in whole or in part with ARRA funds will be posted on the respective MEDC website. All grants resulting from the ARRA will be published on the State of Michigan's Recovery Web site, www.michigan.gov/recovery.

Grantee shall include the Michigan Recovery logo on all signage or other publications in connection with the activities funded by the State of Michigan through funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

Publication

- (a.) You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.
- (b.) An acknowledgement of Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project as follows:

Acknowledgement: "This material is based upon work supported by the Department of Energy under Award Number(s) *DE-EE0000166*."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, make any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

Buy Michigan Preference

A preference is given to products manufactured or services offered by Michigan-based firms if all other things are equal and if not inconsistent with federal statute (see MCL 18.1261).

Non- Discrimination

The Grantee shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and other civil rights laws applicable to recipients of Federal financial assistance (see RFP Section 2.201 Non-Discrimination).

Prohibition on Use of Funds

None of the funds made available under this grant may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

False Claims Act

The Grantee shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

Conflicting Requirements

Where ARRA requirements conflict with existing state requirements, ARRA requirements control.

Job Opportunity Posting Requirements

Grantee shall post notice of job opportunities created in connection with activities funded in whole or in part with ARRA funds in the Michigan Talent Bank, www.michworks.org/mtb.

PART III

WORK STATEMENT

III-A Purpose

The purpose of the **Energy Efficiency & Conservation Block Grant Program (EECBG) – Advanced Lighting Technology Demonstration Grant** is to promote energy efficiency and economic development in Michigan by showcasing Michigan manufactured lighting technologies and assisting local governments to install innovative lighting products. These lighting products are limited to the following: **Light Emitting Diode (LED)**, also known as Solid State Lighting; **induction lighting**; and **plasma lighting** (also known as High Efficient Plasma Lighting (HEP). Eligible projects are those which replace or retrofit existing lighting fixtures. This Request for Proposals (RFP) provides interested parties with sufficient information to enable them to prepare and submit proposals for consideration by the State of Michigan to receive a grant, if eligible.

III-B Problem Statement

Annually, millions of energy dollars leave Michigan due to inefficiencies in indoor and outdoor lighting. These inefficiencies contribute a significant amount of pollution to the environment. Light Emitting Diode (LED), induction and plasma lighting offer a long-lasting, energy efficient alternative to traditional commercial lighting sources but are not yet commonplace in Michigan.

Advanced technology lighting is a growing industry in Michigan creating jobs and promoting economic development. The two biggest reasons for resistance to upgrading to these lighting technologies are high upfront costs and the lack of knowledge about their benefits. Many Michigan cities, villages, townships and counties can significantly improve the energy efficiency of their indoor and outdoor lighting, reduce energy consumption and costs and improve air quality in their communities. In addition, by choosing to install advanced technology lighting, local governments can help educate the public and also encourage growth and diversification of its manufacturing in the state.

III-C Objectives

Proposed projects should accomplish as many as possible of the following objectives:

- To improve indoor and/or outdoor lighting efficiency.
- To support Michigan-based manufacturing of advanced lighting technology products.
- To reduce greenhouse gas emissions.
- To reduce total energy use.
- To stimulate the local economy through creation and retention of jobs.
- To upgrade existing lighting with LED, induction and plasma lighting products
- To educate the public and demonstrate the benefits of advanced technology lighting.

III-D Tasks

Funding will be available to retrofit exterior (street lighting, traffic signals, parking structures, etc) and interior lighting projects (offices, lobbies, meeting rooms, etc). Preference will be given to projects that purchase products manufactured in Michigan. The project must also include an educational component for the public on the selected advanced technology lighting project. Proposals should provide a work plan that describes each task required to accomplish the project objectives. Applicants should also include information on who will perform each task and a timeline for completion. Following are suggested guidelines for project tasks; however, an applicant should consider including additional tasks deemed necessary for completion of the project.

1. Identify and assemble a project team to implement the project. This would include organizational team members as well as all relevant project partners. Identify the roles and responsibilities of all team members and project partners.
2. Create a project plan outlining the general aspects of the project. Identify contractual services that may be required for project completion.
3. Develop bid documents and solicit bid proposals for system equipment, vendor quotations, or contractor proposals.
4. Review, select and complete necessary contractor agreements, equipment purchase orders and order all necessary supplies.
5. Manage project construction and implementation, contractor oversight, equipment installation and appropriate waste management.
6. Complete the information, education, and/or demonstration plan for the project. For example, this could include media outreach, promotional and marketing efforts, print materials and educational brochures, design permanent on-site display for pedestrian traffic, web site design, dedication ceremony content and promotion, and the design of evaluation questionnaire/tools for the project.
7. Evaluate the effectiveness of the educational impact of the display, brochures, and other materials to educate the public about advanced technology lighting and its benefits. This can be accomplished through surveys, questionnaires, or interviews of on-site visitors.
8. Complete timely quarterly project status reports, financial status reports, metrics reports and a Final Project Report.

PART IV

PROJECT CONTROL AND REPORTS

IV-A Project Control

1. The selected applicant(s) will carry out the project under review of the State project manager. The Michigan Strategic Fund grant administrator will have final authority over the agency/grantee agreement.
2. Along with continuous liaison with the selected applicant(s), the State project manager will meet periodically with the selected applicant's project manager for the purpose of reviewing progress and giving necessary guidance to the selected applicant in solving problems which may arise.

IV-B Monitoring and Reporting Program Performance

1. The selected applicants will provide the State project manager with quarterly progress reports according to the schedule described in the grant agreement. At a minimum, the reports will provide grantee name, grant number and dates of current reporting period; outline work accomplished and percentage of project completed during the reporting period, work to be accomplished during the next reporting period, real or anticipated problems that should be brought to the attention of the State project manager and notification of any significant deviation from previously agreed-upon work plans. A project payment request on Form C-108 should be included with each quarterly progress report.
2. A final project report as described in the grant agreement must be submitted to the State project manager before the final grant payment is made. The selected applicant will submit a final project report within 30 days following the grant period expiration. At a minimum, the final report will contain:
 - a. Name of grantee, grant number and dates of final reporting period.
 - b. Percent (%) completion of the project objectives
 - c. A summary of the grantee's goals and objectives for the project and a description of how State funds were used to contribute to the accomplishment of these goals and objectives.
 - d. A summary of the activities undertaken with grant funds and any deviations from the original plan as proposed. Accomplishments and problems experienced while carrying out project activities.
 - e. Coordinated efforts with other organizations to complete the project
 - f. An estimation of total annual energy savings from the project and the basis for estimation.
 - g. A discussion of anticipated and actual impacts of the project. Indicate specific benefits attributable to State funding and more general impacts/benefits accruing as a result of the total project. If the project does not fully achieve the expected impacts, the Grantee shall provide an explanation of the reasons why the impact was less than expected. This section should include information for the entire grant period on the

number of jobs created and/or retained, energy savings on a per dollar invested basis, renewable energy capacity installed, greenhouse gas emissions reduced and funds leveraged.

- h. Provide copies of project materials developed that weren't provided with quarterly reports (e.g. news articles, brochures, studies, audits, etc.)
- i. Anticipated next steps
- j. The expenditure of State and Local funds for this project shall be reported by line item and compared to the approved grant budget.

PART V

INFORMATION REQUIRED FROM APPLICANTS

Grant proposals must be typed in 12-point, Times New Roman font with no more than 40 numbered double-spaced pages. The page count includes the cover page and attachments. Electronically submitted proposals must have a scanned signature or e-signature and cannot exceed 15 MB.

Cover Page – Please indicate name of applicant, a 2-3 sentence paragraph describing the scope of your project, the grant amount requested, contact person (including title and organization), indicate status of State Historic Preservation Office review for all building-related projects. Please use **Attachment E**.

V-A Identification of Organization

State the full name and address of the organization and, if applicable, other subordinate element(s) that will perform, or assist in performing, the work hereunder. Include the organization's federal identification number, DUNS number, fax and phone number.

V-B Authorized Negotiators

Include the names and phone numbers, fax and e-mail addresses of personnel authorized to negotiate the proposed grant agreement with the State. Include the signature of the person authorized to commit the organization to the project.

V-C Management Summary

Describe in narrative form how the project will be managed by the organization. Identify the project manager and the person(s) responsible for financial management and reporting. Include quality assurance measures. Describe how the project will be evaluated. Identify the type of accounting system/software the organization will use to account for grant funds and indicate whether internal and external audits of the organization's operations are performed on an annual basis.

V-D Statement of the Problem

State in succinct terms the applicant's understanding of the problem presented by this RFP and how it applies to the applicant's situation.

V-E Work Plan

Describe in narrative form the scope of the project to be undertaken and technical plan for accomplishing the work. Indicate the number of staff hours allocated to each task. Include a time-related chart showing each event, task and decision point in the work plan. Describe expected benefits to be derived from the proposed project. Include both quantitative and qualitative information. Include details on other funds available to the applicant's organization that will be used directly for this grant project, or to cover administrative and overhead expenses and the anticipated source of those funds. The applicant must provide commitment letters to substantiate cost share information. Describe how the project will be evaluated. The plan should have both quantitative and qualitative components.

Note: Prior to the expenditure of Federal funds to implement these activities, the Recipient is required to provide documentation to the Project Officer demonstrating that it has prepared a disposal plan for sanitary or hazardous waste generated by the proposed activities. Sanitary or hazardous waste includes, but is not limited to, old light bulbs, fixtures, light poles, etc.

The DOE Contracting Officer shall consider compliance with this clause complete only after the Recipient has submitted adequate documentation to DOE for its review, and DOE has provided written approval to the Recipient of its proposed plan to dispose of its sanitary or hazardous waste.

V-F State Historic Preservation Office Review

Provide status of State Historic Preservation Office Review. All public building and facilities projects must undergo this review regardless of the historical significance of the project structure(s).

Note: Prior to the expenditure of Federal funds to implement these activities, the Recipient is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the recipient must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to Coordinate the Section 106 review outlined in 36 CFR Part 800. SHPO contact Information is available at the following link: <http://www.ncshpo.org/find/index.htm>. THPO contact information is available at the following link: <http://www.nathpo.org/map.html>.

The DOE Contracting Officer shall consider compliance with Section 106 of the NHPA complete only after the Recipient has submitted adequate background documentation to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to the Recipient that it does not object to its Section 106 finding or determination. Section 110 (k) of the NHPA applies to DOE funded activities, therefore, Recipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106.

V-G Prior Experience

Prior experience in project and/or grant management is important to the selection of a grantee. Proposals submitted should include a description of the applicant organization's experience in these areas.

V-H Personnel

The applicant(s) must be able to staff a project team, that clearly possesses talent and experience in project and grant management. Include the number of persons by skill and qualifications that will be employed in the work. Show the inclusive periods that each individual will devote to the

work by task (hours per person). Identify key personnel by name and title and provide a resume or brief biographical summary for each. Identify other organizations which will play a role in the proposed project in coordination with this grant, provide sufficient background information on them to convey a reasonable understanding of their qualifications. Include an organization chart including names and titles of all individuals that will contribute to the project.

V-I Time Frame

To assist in preparation of the proposal, the State anticipates these projects will start by August 1, 2011 and should be completed by June 30, 2012. No time extension will be allowed. Projects not progressing on schedule may have grant funds de-obligated and redistributed after 30 days written notice.

V-J Budget Considerations

Applicants must submit a proposed budget for this project. Include any appropriate narrative explanation. The grant will be paid out according to the Grant Payment Schedule on pages 3 - 4 and/or any approved amendment to the budget. The following budget format is suggested.

<u>Line Item</u>	<u>State</u>	<u>Applicant</u>	<u>Other</u>	<u>Total</u>
Personnel/Fringes				
Contractual Services (Specify)				
Equipment				
Supplies/Materials				
Other (Specify)				
TOTALS				

Personnel/Fringes – Include the name of each staff person, job title, anticipated # of hours to be worked, hourly rate, fringe benefits and how fringe benefit amounts were derived. Only employees on the selected applicant's payroll should be included in the Personnel budget.

Contractual Services – Must be competitively bid. See Section II-I. Independent contractors (i.e. individuals receiving a Form 1099) should be placed under the Contractual Services budget.

Equipment, Supplies/Materials – Please specify unit(s) and unit cost of each item to be used. Explain its purpose and how it relates to the project being funded.

Other – Please specify item(s) and costs and purpose in the project.

NOTE: The **Advanced Lighting Technology Demonstration Grant** will cover 90% of the purchased equipment costs. The remaining 10% of the equipment costs, plus all labor, training and other costs must be covered by the grantee. The grantee is also responsible for costs associated with promoting and/or educating the public on the benefits of using advanced lighting technology to illuminate buildings, streets and parking structures. Cost sharing (i.e. matched and leveraged funding) may be cash or in-kind support provided by selected applicant(s) or its partners to supplement funds provided by the grant. Cost sharing amounts should be supported by a letter of commitment from the party potentially providing funding. The documentation

requirements for the grantees cost share are identical to documentation requirements for grant funded expenditures.

The Issuing Office will expect to share in any cost savings realized by the selected applicant. Therefore, final grant reimbursement will be based on actual line item expenditures.

V-K Additional Information and Comments

Include any other information that is believed to be pertinent, but not specifically requested elsewhere in this RFP.

V-L Certification of Proposal

Please sign the proposal and include the following language:

I certify that all information contained in the proposal is true to the best of my knowledge and belief, and that the organization is in compliance and agreement with all sections of the request for proposal.

Certified by: _____

Authorized Signatory and Title

Name of Organization

Telephone Number

E-mail Address

PART VI

SELECTION CRITERIA

All proposals received shall be subject to an evaluation by the Issuing Office. This evaluation will be conducted in a manner appropriate to select the organization(s) for the purpose of entering into a grant within the established timeline.

All proposals will receive an initial screening to insure that the eligibility criteria are met. Any proposals not meeting the eligibility requirements described in I-B will be rejected automatically. Proposals meeting the eligibility requirements will be evaluated according to the selection criteria and weighting factors listed below.

Total points equal 100.

VI-A – Proposed Project (25 points)

How does the proposed project reflect the vision, goals and objectives laid out in the RFP? How quickly can the project be completed? Is there a project timeline with tasks needed to complete the project expeditiously? Is the timeline realistic and detailed enough to indicate a well-thought out strategy to successfully implement the project? Are Michigan-manufactured lighting products being used (adds up to 5 points)? Are Michigan-based suppliers/distributors and installers targeted? How many people will be reached and how significant an impact will the promotional/educational component of the project likely have in the community and adjacent areas?

VI-B – Job Creation/Retention (15 points)

How will the project create and/or retain local and/or Michigan-based jobs? What types of jobs and how many will be created/retained? Permanent, temporary, full-time, part-time, contract? As a result of your project, how many of these jobs were created in your community? Does your proposal indicate how job creation/retention numbers were determined?

VI-C – Energy Savings & Cost Effectiveness/Reduction of Greenhouse Gases (15 points)

Does the proposal demonstrate that cost effective energy savings and reduction of greenhouse gases will result from the successful completion of the project? How much energy savings, energy cost savings and greenhouse gas reduction is documented in the proposal? Does the proposal describe how these estimates were developed?

VI-D – Project Management (25 points)

Who will be responsible for reporting progress and financial management to local decision makers and the State? What is the makeup of the project team? Are job titles, descriptions, project roles, resumes and contact information provided? Are the organization's management procedures adequate to accomplish set goals? Summarize how the proposed project will be monitored to ensure funds are used for the intended purpose, project milestones and timelines are met and quality assurance standards are followed.

VI-E – Grant Project Budget and Resource Leveraging (20 points)

Are budget line items and amounts sufficiently described and justified? What is the proposer's strategy for harnessing private and other public resources to maximize the impact of the federal funds to be awarded for this project? Provide evidence of commitment (e.g. letters, board resolutions, other documents) from community and project partners. Is the required match met or exceeded? (See I-D, page 2) Has applicant received a previous EECBG award to demonstrate LED? (If no, add up to 5 points.)

EISA 2007, SUBHEADING E, SEC. 544. USE OF FUNDS An eligible entity may use a grant received under this subtitle to carry out activities to achieve the purposes of the program, including—

- (1) Development and implementation of an energy efficiency and conservation strategy under section 545(b);
- (2) Retaining technical consultant services to assist the eligible entity in the development of such a strategy, including—
 - (A) Formulation of energy efficiency, energy conservation, and energy usage goals;
 - (B) Identification of strategies to achieve those goals—
 - (i) Through efforts to increase energy efficiency and reduce energy consumption; and
 - (ii) By encouraging behavioral changes among the population served by the eligible entity;
 - (C) Development of methods to measure progress in achieving the goals;
 - (D) Development and publication of annual reports to the population served by the eligible entity describing—
 - (i) The strategies and goals; and
 - (ii) The progress made in achieving the strategies and goals during the preceding calendar year; and
 - (E) Other services to assist in the implementation of the energy efficiency and conservation strategy;
- (3) Conducting residential and commercial building energy audits;
- (4) Establishment of financial incentive programs for energy efficiency improvements;
- (5) The provision of grants to nonprofit organizations and governmental agencies for the purpose of performing energy efficiency retrofits;
- (6) Development and implementation of energy efficiency and conservation programs for buildings and facilities within the jurisdiction of the eligible entity, including—
 - (A) Design and operation of the programs;
 - (B) Identifying the most effective methods for achieving maximum participation and efficiency rates;
 - (C) Public education;
 - (D) Measurement and verification protocols; and
 - (E) Identification of energy efficient technologies;
- (7) Development and implementation of programs to conserve energy used in transportation, including—
 - (A) Use of flex time by employers;
 - (B) Satellite work centers;
 - (C) Development and promotion of zoning guidelines or requirements that promotes energy efficient development;
 - (D) Development of infrastructure, such as bike lanes and pathways and pedestrian walkways;
 - (E) Synchronization of traffic signals; and
 - (F) Other measures that increase energy efficiency and decrease energy consumption;
- (8) Accelerate training of local officials and implementation of revised uniform state building codes and inspection services to promote building energy efficiency;*
- (9) Application and implementation of energy distribution technologies that significantly increase energy efficiency, including—
 - (A) Distributed resources; and

- (B) District heating and cooling systems;
- (10) activities to increase participation and efficiency rates for material conservation programs, including source reduction, recycling, and recycled content procurement programs that lead to increases in energy efficiency;
- (11) The purchase and implementation of technologies to reduce, capture, and, to the maximum extent practicable, use methane and other greenhouse gases generated by landfills or similar sources;
- (12) Replacement of traffic signals and street lighting with energy efficient lighting technologies, including—
 - (A) Light emitting diodes; and
 - (B) Any other technology of equal or greater energy efficiency;
- (13) Development, implementation, and installation on or in any government building of the eligible entity of onsite renewable energy technology that generates electricity from renewable resources, including—
 - (A) Solar energy;
 - (B) Wind energy;
 - (C) Fuel cells; and
 - (D) Biomass;

*Note: Activity #8 was modified to meet State of Michigan uniform building code regulation.

MICHIGAN ENERGY OFFICE / STATE HISTORIC PRESERVATION OFFICE
Application for Section 106 Review

MEO/SHPO Use Only					
<input type="checkbox"/> IN	Received Date	___ / ___ / ___	Log In Date	___ / ___ / ___	
<input type="checkbox"/> OUT	Response Date	___ / ___ / ___	Log Out Date	___ / ___ / ___	
	Sent Date	___ / ___ / ___			

Submit one copy for each project for which review is requested. This application is required. Please type. Applications must be complete for review to begin. Incomplete applications will be sent back to the applicant without comment. Send only the information and attachments requested on this application. Materials submitted for review cannot be returned. Due to limited resources we are unable to accept this application electronically.

I. GENERAL INFORMATION

☐ THIS IS A NEW SUBMITTAL

- a. Organization Name:
- b. Organization Address (if available):
- c. Municipal Unit: County: Township:
- d. Federal Agency, Contact Name and Mailing Address (*If you do not know the federal agency involved in your project please contact the party requiring you to apply for Section 106 review, not the SHPO, for this information.*):
- e. State Agency (if applicable), Contact Name and Mailing Address:
- f. Consultant or Applicant Contact Information (if applicable) *including mailing address*:

II. GROUND DISTURBING ACTIVITY (INCLUDING EXCAVATION, GRADING, TREE REMOVALS, UTILITY INSTALLATION, ETC.)

DOES THIS PROJECT INVOLVE GROUND-DISTURBING ACTIVITY? ☐ YES ☐ NO (If no, proceed to section III.)

Exact project location must be submitted on a USGS Quad map (portions, photocopies of portions, and electronic USGS maps are acceptable as long as the location is clearly marked).

- a. USGS Quad Map Name:
- b. Township: Range: Section:
- c. Description of width, length and depth of proposed ground disturbing activity:
- d. Previous land use and disturbances:
- e. Current land use and conditions:
- f. Does the landowner know of any archaeological resources found on the property? ☐ YES ☐ NO
Please describe:

III. PROJECT WORK DESCRIPTION AND AREA OF POTENTIAL EFFECTS (APE)

Note: Every project has an APE. For further information on locating an APE visit:

<http://mishporehab.wordpress.com/faq/>

- a. Provide a detailed written description of the project (plans, specifications, Environmental Impact Statements (EIS), Environmental Assessments (EA), etc. **cannot** be substituted for the written description):

- b. Provide a localized map indicating the location of the project; road names must be included and legible.
- c. On the above-mentioned map, identify the APE.
- d. Provide a written description of the APE (physical, visual, auditory, and sociocultural), the steps taken to identify the APE, and the justification for the boundaries chosen.

IV. IDENTIFICATION OF HISTORIC PROPERTIES

- a. List and date **all** properties 50 years of age or older located in the APE. If the property is located within a National Register eligible, listed or local district it is only necessary to identify the district:
 - b. Describe the steps taken to identify whether or not any **historic** properties exist in the APE and include the level of effort made to carry out such steps:
 - c. Based on the information contained in "b", please choose one:
 - ☐ Historic Properties Present in the APE
 - ☐ No Historic Properties Present in the APE
 - d. Describe the condition, previous disturbance to, and history of any historic properties located in the APE:
-

V. PHOTOGRAPHS

Note: All buildings or structures 50 years of age or older are required to have photographs and must be keyed to a localized map. Faxed or photocopied pictures are not acceptable.

- a. Provide photographs of the site itself.
 - b. Photographs are required of the interior of the building or structure if the project entails alterations to the interior.
-

VI. DETERMINATION OF EFFECT

- ☐ No historic properties affected based on [36 CFR § 800.4(d)(1)], please provide the basis for this determination.
- ☐ No Adverse Effect [36 CFR § 800.5(b)] on historic properties, explain why the criteria of adverse effect, 36 CFR Part 800.5(a)(1), were found not applicable.
- ☐ Adverse Effect [36 CFR § 800.5(d)(2)] on historic properties, explain why the criteria of adverse effect, [36 CFR Part 800.5(a)(1)], were found applicable.

Please completed form and attach to RFP

ATTACHMENT C

**MICHIGAN STRATEGIC FUND – MICHIGAN ENERGY OFFICE
PROJECT MANAGEMENT FORM
FINANCIAL INFORMATION
PROVIDE ALL INFORMATION REQUESTED ON THIS FORM**

Name of Financial Contact:

Project Title:

Please check or fill-in response where appropriate.

1. Have you had prior Federal awards? ☐ Yes ☐ No

2. Have you had an outside audit or an A-133 audit? ☐ Yes ☐ No

If yes, please provide most recent copy of the A-133 or outside audit.

INFORMATION FOR DETERMINING COGNIZANT AGENCY/OFFICE

3. Applicant's fiscal year end date is _____

4a. Identify Cognizant **Federal** Agency (agency providing the preponderance of Federal funding), and provide Agency name, a point of contact, phone number, and e-mail.

Agency: _____

Point of Contact: _____

Phone: _____

E-mail: _____

4b. To assist our office in validating Cognizant **Federal** Agency (4a), please provide following information for the five highest dollar award value for current Federal contracts, grants or awards (do not include sub-awards). (State Agencies and Universities can skip 4b)

Contract/Award #	Awarding Agency	Awarding Office	Start Date	End Date	Total Value

5a. If applicant has current DOE awards, identify Cognizant DOE **Office** (office providing the preponderance of DOE funding), and provide DOE office name, a point of contact, phone number, and e-mail.

Contract/Award #: _____

DOE Office: _____

Point of Contact (Contracting Officer): _____

Phone: _____

E-mail: _____

Awarding Agency: _____

5b. To assist our office in validating Cognizant DOE Office (5a), please provide following information for the five highest dollar value awards for current DOE contracts, grants or awards (do not include sub-awards). (State agencies and Universities can skip 5b)

Contract/Award #	Awarding Agency	Awarding Office	Start Date	End Date	Total Value

FINANCIAL MANAGEMENT SYSTEM

To qualify for Financial Assistance, compliance with 10 CFR 600.121 – Higher Education, Hospitals, and Other Nonprofit Organizations, 10 CFR 600.220(b) – State and local Government required or 10 CFR 600.311 – For-Profit Organizations is required. Please check applicable boxes below,

- ☐ The Financial Management System is in compliance with 10 CFR 600.121, 10 CFR 600.220(b), or 10 CFR 600.311.
- ☐ I do not know if my Financial Management System is in compliance with 10 CFR 600.121, 10 CFR 600.220(b), or 10 CFR 600.311. If this block is checked, complete the survey below.

	Accounting System Survey	Yes	No	N/A
1.	Is your Accounting System in accordance with Generally Accepted Accounting Principles applicable to the circumstances?			
2.	Accounting System provides for:			
a.	Segregation of direct costs from indirect costs.			
b.	Identification and accumulation of direct costs by project.			
c.	A logical and consistent method for the allocation of indirect costs to intermediate and final cost objectives (Project is final cost objective).			
d.	Accumulation of costs under general ledger control.			
e.	A timekeeping system that identifies employees' labor by intermediate and final cost objectives.			
f.	A labor distribution system that charges direct and indirect labor to appropriate cost objectives.			
g.	Interim (at least monthly) determination of costs charged to a project through routine posting of books of account.			
h.	Excluding costs charged to Government projects which are not allowable in terms of FAR 31, Contract Cost Principles and Procedures, or other provisions.			
i.	Identification of costs by project line item and by units (as if each unit or line item were a separate project) if required by the proposed award.			
3.	Is the Accounting System designed, and are the records maintained in such a manner that adequate, reliable data are developed for use in developing cost proposals?			
4.	Is the Accounting System currently in full operation?			

Internal Controls Questionnaire

	BUDGETS	Y	N	NA	COMMENTS
1.	Did the company formally adopt a budget for the general fund and all special revenue funds in accordance with state law before the start of the fiscal year?				
2.	Are detailed budget vs. actual reports prepared monthly and reviewed by department heads or others in management?				
	SEGREGATION OF DUTIES				
3.	Are the following accounting functions and duties normally performed by separate employees?				
a.	Physically receipting cash or checks (either by mail or over the counter) and preparing or making bank deposits.				
b.	Authorizing or approving invoices for payment and printing or otherwise preparing checks.				
c.	Handling cash receipts or disbursements and preparing bank reconciliations or having direct access to the general ledger.				
d.	Initiating ACH wire transfers and preparing bank reconciliations or having direct access to the general ledger.				
4.	When staffing constraints require two or more key financial duties to be performed by a single individual, is his/her work reviewed by a responsible official?				
5.	Are employees with key financial responsibilities required to take vacations, with others performing their duties in their absence?				
	CASH HANDLING				
6.	Are authorized bank accounts and check signers periodically approved by the government body?				
7.	Are all cash receipts accounted for sequentially, and filed with supporting documentation?				
8.	Are all bank deposits supported by one of more sequential cash receipts?				
9.	Are cash receipts stored in a physically safe (locked) location until taken to the bank?				
10.	Is access to each petty cash box limited to a single custodian?				
11.	Are petty cash reimbursements periodically reviewed or reconciled by an individual other than the custodian?				
12.	Are completed bank reconciliations reviewed by an individual other than the preparer?				

13.	Are investments managed by a responsible official with knowledge of the company's investment policy?				
	BUDGETS	Y	N	NA	COMMENTS
14.	Are detailed records maintained for all investments regarding purchase date, cost, maturity date, interest rate, etc.?				
15.	Are investment statements reconciled to the general ledger monthly by an individual not responsible for managing the investment?				
	BILLING AND ACCOUNTS RECEIVABLE				
16.	When customers pay bills in person (i.e. at the counter), are they either given a receipt or have their bills stamped as paid?				
17.	Are monthly or quarterly statements sent to all customers?				
18.	Are past due or credit balances reviewed by someone other than the individual responsible for billing before making any adjustments to write-off or refund accounts?				
	PURCHASING AND ACCOUNTS PAYABLE				
19.	Are all purchases supported by either a purchase order or check request, signed by an authorized individual not responsible for preparing checks?				
20.	Are the expense distributions for all purchases reviewed and approved by the department requesting payment?				
21.	Are new vendors approved by someone other than the individual responsible for processing accounts payable?				
22.	Are all checks either (a) hand signed by an authorized individual not responsible for preparing the checks, or (b) if mechanically or electronically signed, is a check register reviewed by an authorized individual not responsible for preparing the checks?				
23.	Is unused check stock stored in a physically safe (locked) location?				
24.	When checks are voided or spoiled, are they stamped VOID and retained?				
	PERSONNEL AND PAYROLL				
25.	Are accounting personnel subject to a background check prior to hiring?				
26.	Are new employees approved by someone other than the individual responsible for processing payroll?				
27.	Are the pay rates of all employees approved annually by the governing body and				

	appropriately documented?				
28.	Do all non-salaried employees prepare timecards, timesheets, or other evidence of time worked?				
29.	Are time and attendance records approved and signed by an appropriate supervisor prior to processing payroll?				
	BUDGETS	Y	N	NA	COMMENTS
30.	Before running payroll checks, is a payroll register reviewed and approved by an authorized individual not responsible for preparing the checks?				
31.	Do employee pay stubs display a detail of hours worked, gross pay, and all withholdings and deductions?				
32.	Are withholding accounts periodically reviewed and reconciled to ensure that all required payments are made on a time basis?				
	INVENTORY				
33.	Are inventories adequately safeguarded against loss, theft, or misuse by being kept in locked enclosures with restricted access?				
34.	Are perpetual inventory records maintained and periodically compared against physical counts.				
35.	Are adjustments to inventory balances (due to loss or spoilage) reviewed and approved by an appropriate individual?				
	CAPITAL ASSETS				
36.	Are detailed capital asset records maintained, including acquisition date, useful life, and historical cost?				
37.	Are capital assets that are susceptible to theft (e.g. vehicles, computers, etc.) appropriately inventoried and monitored throughout the year?				
38.	Are capital asset records reviewed annually by various departmental representatives or additions and disposals?				
39.	Are depreciation schedules updated annually, and reviewed by a responsible official?				
	DEBT				
40.	Are all new borrowings and leases allowable under state law and properly approved by the governing body?				
41.	Does management periodically determine that the government is complying with all applicable debt covenants and other compliance requirements?				
42.	Does an appropriate official oversee the use of bond proceeds to ensure they are only spent on allowable costs and activities?				

	GENERAL LEDGER AND JOURNAL ENTRIES				
43.	Are all balance sheet accounts periodically reviewed and reconciled against supporting documentation and subsidiary ledgers, where appropriate?				
44.	Are all journal entries reviewed and approved by an employee other than the preparer?				
	BUDGETS	Y	N	NA	COMMENTS
45.	Are all journal entries accounted for sequentially, and filed with supporting documentation?				
46a.	Is access to computerized accounting records restricted to authorized individuals (e.g., by using passwords)?				
46b.	If used, is the authorization/password process, permitting access to accounting records, overseen by other than accounting personnel?				
47.	Do software controls prevent accounting transactions from being deleted or modified once posted?				
	GRANT ADMINISTRATION				
48.	Are all new grant agreements properly approved by the governing body prior to requesting funds?				
49.	Are all grant expenditures reviewed by a project manager knowledgeable of the grant requirements to ensure only eligible expenditures are incurred?				
50.	Are all reimbursement requests reviewed by a responsible official to ensure that they are in agreement with the accounting records?				

Proposal Cover Page

Michigan Strategic Fund
Michigan Energy Office
Energy Efficiency and Conservation Block Grant Program
American Recovery and Reinvestment Act of 2009



<u>NAME OF APPLICANT ORGANIZATION(s)</u>		
<u>CONTACT INFORMATION (Include name, address, phone number and email address)</u>		
<u>Grant Amount Requested</u>	\$	<u>Entitlement or Non-Entitlement Applicant (circle one)</u>
<u>SHPO (State Historic Preservation Office) Section 106 Review). Is your building or structure:</u> 1. Fifty years of age or older? [] Yes [] No 2. Listed or eligible for listing on the National Register of Historic Places? [] Yes [] No 3. Located in a historic district or eligible historic district? [] Yes [] No If your building or structure is fifty years of age or older you MUST include the Michigan Energy Office/SHPO Application for Section 106 Review with supplemental documents requested on the application form. (RFP Attachment E)		<u>Technology: (Check technology(ies) to be used)</u> [] LED [] Induction [] Plasma <u>Application: (Check all that apply to your project)</u> [] Street Lighting [] Parking Structure Lighting [] Traffic &/or Crosswalk Lights [] Interior Building Lighting [] Exterior Building Lighting
<u>In this box, please provide a succinct description of your project's scope:</u>		